

EXHIBIT A.5
Amendment to Memorandum of Understanding and Cooperative Agreement

TERM: The term of this agreement is extended to December 31, 2008 unless otherwise terminated or extended by mutual agreement of the parties. The effective date of this amendment shall be March 28, 2006.

This Agreement may be terminated at any time upon written notice to the other party hereto. If the construction/installation/maintenance of the landscaping for a particular project has commenced, this Agreement may be terminated immediately upon the completion of development/construction/maintenance unless both parties agree in writing to such earlier termination.

The Mountains Recreation and Conservation Authority and Los Angeles Conservation Corps agree to this amendment:

For MRCA:

For LACC:

DRAFT

DRAFT

Cara McLane Date
Contracts Officer

Bruce Saito Date
Executive Director

MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT
BY AND BETWEEN
MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
AND LOS ANGELES CONSERVATION CORPS

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MOUNTAINS RECREATION &
CONSERVATION AUTHORITY RIVER

This memorandum of understanding and cooperative agreement is entered into this 28th day of March, 2004 by and between Mountains Recreations and Conservation Authority, a public entity ("MRCA") and the Los Angeles Conservation Corps, a non-profit public benefit corporation ("LACC") for the purpose of developing, constructing, and maintaining parks in the greater Los Angeles region.

RECITALS

- A. MRCA is a joint exercise of powers authority established pursuant to Government Code Section 6500 *et. seq.* and is composed of the Conejo Recreation and Park District, the Rancho Simi Recreation and Park District and the Santa Monica Mountains Conservancy.
- B. LACC is a non-profit public benefit corporation organized under the laws of the State of California and Section 501 (c)(3) of the Internal Revenue Code and is organized exclusively for charitable purposes.
- C. MRCA has successfully completed numerous natural resource improvement projects with LACC. LACC has or is developing, constructing and helping maintain numerous parks in the greater Los Angeles region.
- D. MRCA and LACC desire to work together to develop, construct and maintain parks in the greater Los Angeles region.
- E. This Agreement sets forth the duties and responsibilities of the MRCA and LACC relative to their role in the development, construction, and maintenance of park projects.

This Agreement is entered in to and subject to the following terms and conditions and the above referenced recitals, which are incorporated by reference below.

SECTION 1: OVERVIEW OF PROJECT

- 1.0 MRCA is developing parks and greenway projects throughout the Los Angeles region which need landscaping services. For those areas of the park projects that encompasses MRCA and Santa Monica Mountains Conservancy parkland hereto, the MRCA is retaining LACC to provide these landscaping or other necessary services. The parties seek to work together in accordance with this Agreement.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE PARTIES

- 2.0 MRCA. MRCA shall retain full management responsibility for the development, design, construction, and maintenance of the open space and park projects. Upon direction from the MRCA, LACC will assume the responsibility of the landscaping or other necessary services required therefor of those areas that encompass MRCA and Santa Monica Mountains Conservancy parkland of this agreement. The MRCA shall develop the project plan for the projects which includes design, working drawings, shall prepare and administer the budget for the open space or park, shall prepare a time line for the construction, and shall oversee the expenditure of funds. The MRCA will acquire any necessary permits, acquisitions, leases, easements, and maintenance agreements in order to perform the work. The MRCA will provide such technical supervision, technical assistance, guidance and inspection as necessary to complete the project work.
- 2.1 LACC. Upon direction from the MRCA, LACC shall provide the landscaping or other necessary services for those project areas that encompass MRCA and Santa Monica Mountains Conservancy parkland of this agreement. As such, LACC shall provide landscaping services as needed for those project areas including, but not limited to, the removal of brush; demolition of asphalt, concrete surfaces, or small structures; installation and maintenance of irrigation systems; planting, pruning, general cleaning, and weeding. Work performed under this agreement will be under the immediate supervision of LACC and within the rules and regulations of the LACC. LACC reserves the right to temporarily suspend or terminate any project due to emergency conditions or community disasters to which the LACC responds. For those projects utilizing Los Angeles County Proposition A funding, LACC agrees to meet all requirements as outlined in the procedural guide of the County of Los Angeles Regional Park and Open Space District, including requirements applicable for employment of at-risk youth, payment of prevailing wages, and minority and woman-owned business compliance.

SECTION 3: FUNDING

- 3.0 The MRCA may advance specific grant funds for the construction and maintenance of projects in the Los Angeles region subject to the availability of such funds from the granting authority. LACC will develop a budget for each project separately which shall be approved by MRCA prior to commencement of construction/ installation/maintenance of the landscaping. Upon approval of the budget, the MRCA may advance an amount to LACC. Such amounts shall be deemed an advance of the amount approved in the budget and LACC must provide invoices to substantiate expenditures of such funds within 30 days.

SECTION 4: TERM

- 4.0 This Agreement shall commence on the last date signed by either party hereto and terminates two years from the commencement date unless otherwise terminated or extended by mutual agreement of the parties.
- 4.1 This Agreement may be terminated at any time upon written notice to the other party hereto. If the construction/installation/maintenance of the landscaping for a particular project has commenced, this Agreement may be terminated immediately upon the completion of development/construction/maintenance unless both parties agree in writing to such earlier termination.

SECTION 5: GENERAL PROVISIONS

- 5.0 No provision of this Agreement is intended to give rise to any right by any third party or entity not a party to this Agreement or any provision of this Agreement.
- 5.1 If any legal action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amount as shall be allowed by the court.
- 5.2 The parties agree to execute such additional documents as are necessary to carry out the provisions of this Agreement.
- 5.3 No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision.
- 5.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 5.5 This Agreement shall be governed by laws of the State of California.
- 5.6 Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision be deemed unenforceable, the balance of the Agreement shall remain in full force and effect.
- 5.7 This Agreement contains the full and complete agreement between the parties provided.
- 5.8 This Agreement may be amended to include additional project areas to this scope within the time frame of this agreement.

SECTION 6: HOLD HARMLESS; INDEMNITY

- 6.0 MRCA undertakes and agrees to hold harmless, indemnify, and defend LACC and all officers, employees, board members, agents of LACC from and against any and all claims, loss, demands, expense, damage, or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of MRCA's employees or agents.
- 6.1 LACC undertakes and agrees to hold harmless, indemnify, and defend MRCA and all officers, employees, board members, agents of MRCA from and against any and all claims, loss, demands, expense, damage, or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of LACC's employees or agents.
- 6.2 MRCA undertakes and agrees to hold harmless, indemnify, and defend the Los Angeles County Regional Park and Open Space District and all officers, employees, board members, agents of the Los Angeles County Regional Park and Open Space District from and against any and all claims, loss, demands, expense, damage, or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of MRCA's employees or agents.
- 6.3 LACC undertakes and agrees to hold harmless, indemnify, and defend the Los Angeles County Regional Park and Open Space District and all officers, employees, board members, agents of the Los Angeles County Regional Park and Open Space District from and against any and all claims, loss, demands, expense, damage, or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of LACC's employees or agents.

SECTION 7: COMMUNICATIONS REGARDING THIRD PARTIES

- 7.0 MRCA and LACC will jointly review all press releases, signs, and other public relations materials relating to projects that encompasses MRCA and Santa Monica Mountains Conservancy parkland or carried out under this agreement to ensure they adequately and accurately identify both MRCA and LACC with respect to their role in connection with the development/construction/maintenance of such park projects.

SECTION 8: NOTICES

- 8.0 All notices and billing invoices are required to be given pursuant to the terms of this Agreement shall either be personally delivered or delivered by certified mail return receipt requested to:

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LACC
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Mountains Recreation and Conservation Authority

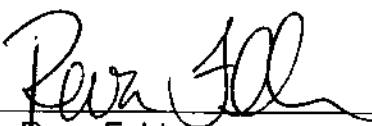
at: Mountains Recreation and Conservation Authority
Los Angeles River Center & Gardens
570 West Avenue 26, Suite 100
Los Angeles, CA 90065
Attention: Reva Feldman, Chief Operating Officer

Los Angeles Conservation Corps

at: Los Angeles Conservation Corps
P. O. Box 15868
Los Angeles, CA 90015
Attention: Bruce Saito, Executive Director

Or to any such other address as the parties may in writing, from time to time, direct. All
mailed notices shall be deemed received three days after being deposited in the U.S. mail.

FOR THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY:

By: 
Reva Feldman
Chief Operating Officer

Date: 3/23/04

FOR Los Angeles Conservation Corps:

By: 
Bruce Saito
Executive Director

Date: 3/20/04